

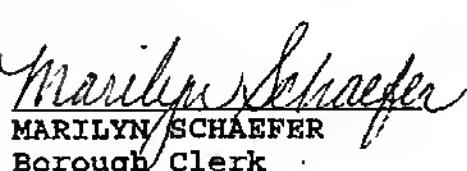
**RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE  
BARGAINING AGREEMENT BETWEEN THE BOROUGH OF MADISON AND  
EMPLOYEE FEDERATION - WHITE COLLAR WORKERS**

**WHEREAS**, certain white collar employees in the Finance Department, Engineering Department, Public Safety, Public Works Department, Utility Department and Administration are represented for the purpose of collective bargaining by the Borough of Madison Employee Federation - White Collar Workers, (hereinafter "Federation"); and

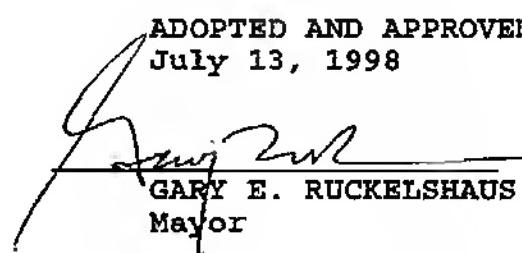
**WHEREAS**, the Borough and the Federation reached agreement on the economic and non-economic terms of a collective bargaining agreement which shall be effective January 1, 1997 through December 31, 1999;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Madison, County of Morris, State of New Jersey, that the Mayor and Administrator of the Borough of Madison are authorized to execute and implement the Agreement between the Borough and Federation (White Collar Workers).

Attest:

  
**MARILYN SCHAEFER**  
Borough Clerk

ADOPTED AND APPROVED  
July 13, 1998

  
**GARY E. RUCKELSHAUS**  
Mayor

ORDINANCE 22 - 98

ORDINANCE OF THE COUNCIL OF THE BOROUGH OF  
MADISON FIXING SALARIES AND WAGES FOR POSITIONS  
REPRESENTED BY THE BOROUGH OF MADISON EMPLOYEES  
FEDERATION - WHITE COLLAR WORKERS

WHEREAS, certain white collar employees in the Finance Department, Engineering Department, Public Safety, Public Works Department, Utility Department and Administration are represented for the purpose of collective bargaining by the Borough of Madison Employee Federation - White Collar Workers (hereinafter "Federation"); and

WHEREAS, the Borough and the Federation reached an agreement on wages and salaries for a new collective bargaining Agreement which shall be effective January 1, 1997 through December 31, 1999;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Borough of Madison, County of Morris, State of New Jersey as follows:

Section 1. The attached wage schedule for job classifications with progression schedules, incorporated herein by reference, is hereby established for the years 1997, 1998 and 1999.

Section 2. This Ordinance shall take effect as provided by law.

Attest:

MARYLYN SCHNEFER  
Borough Clerk

ADOPTED AND APPROVED  
July 27, 1998

GARY E. RUCKELSHAUS  
Mayor

Introduced and passed:  
Published:  
Hearing and final adoption:  
Published:

July 13, 1998  
July 16, 1998, Madison Eagle  
July 27, 1998  
July 30, 1998, Madison Eagle

**White Collar Federation**

**1997 Salary Range**

<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$ 16,778	\$ 20,118	\$ 23,456
2	\$ 18,792	\$ 22,615	\$ 26,438
3	\$ 20,805	\$ 24,703	\$ 27,671
4	\$ 22,147	\$ 26,792	\$ 31,438
5	\$ 23,489	\$ 29,075	\$ 34,662
6	\$ 25,503	\$ 29,880	\$ 34,257
7	\$ 29,530	\$ 33,722	\$ 37,914
8	\$ 31,543	\$ 37,612	\$ 43,680
9	\$ 33,557	\$ 40,368	\$ 47,179

**White Collar Federation**

**1998 Salary Range**

<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$ 17,449	\$ 20,922	\$ 24,394
2	\$ 19,543	\$ 23,519	\$ 27,495
3	\$ 21,637	\$ 25,691	\$ 28,778
4	\$ 23,033	\$ 27,864	\$ 32,696
5	\$ 24,429	\$ 30,238	\$ 36,049
8	\$ 28,523	\$ 31,075	\$ 35,627
7	\$ 30,711	\$ 35,071	\$ 39,431
8	\$ 32,805	\$ 39,116	\$ 45,427
9	\$ 34,899	\$ 41,982	\$ 49,066

**White Collar Federation**

**1999 Salary Range**

<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$ 18,060	\$ 21,655	\$ 25,248
2	\$ 20,227	\$ 24,343	\$ 28,458
3	\$ 22,395	\$ 26,590	\$ 29,785
4	\$ 23,839	\$ 28,839	\$ 33,840
5	\$ 25,284	\$ 31,297	\$ 37,310
6	\$ 27,451	\$ 32,163	\$ 36,874
7	\$ 31,788	\$ 36,298	\$ 40,811
8	\$ 33,953	\$ 40,485	\$ 47,017
9	\$ 36,120	\$ 43,452	\$ 50,783

AGREEMENT

Between

BOROUGH OF MADISON

and the

BOROUGH OF MADISON  
EMPLOYEES FEDERATION

White Collar Workers

FOR THE TERM COMMENCING JANUARY 1, 1997  
AND ENDING DECEMBER 31, 1999

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## PREAMBLE

This Agreement, made this 21<sup>st</sup> day of July 1998, by and between the BOROUGH OF MADISON, New Jersey, hereinafter referred to as the "Borough" and the BOROUGH OF MADISON EMPLOYEES FEDERATION, hereinafter referred to as the "FEDERATION", is designed to maintain and promote a harmonious relationship between the Borough of Madison and the employees covered under this Agreement, in order that efficient and progressive public service may be rendered.

**ARTICLE I**  
**RECOGNITION**

**Section 1**

The Borough of Madison, New Jersey, recognizes the Borough of Madison Employees Federation as the sole and exclusive bargaining agency in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment for the full time employees working under the following job titles:

**FINANCE DEPARTMENT**

Financial Assistant I  
Financial Assistant II  
Chief Accountant  
Utility Collector  
Accounts Clerk  
Senior Office Assistant  
Deputy Tax Collector

**LAND USE SERVICES**

Administrative Official  
Senior Office Assistant  
Administrative Assistant

**ADMINISTRATION**

Administrative Assistant, Purchasing  
Senior Office Assistant  
Receptionist  
Office Assistant

**PUBLIC SAFETY**

Deputy Court Administrator  
Assistant Violations Clerk  
Community Service Officer  
Senior Office Assistant  
Youth Counselor

**PUBLIC WORKS DEPARTMENT**

Senior Office Assistant  
Office Assistant

**ELECTRIC & WATER UTILITY**

Sr. Office Assistant

**Section 2**

Exclusions from this unit are all part-time employees, Supervisors within the meaning of the act; Confidential employees; Managerial Executives; Police Officers; Fire Fighters and Blue Collar workers.

## A R T I C L E II

### CONTRACT PERIOD

#### Section 1

This Agreement shall be effective from January 1, 1997 through December 31, 1999.

#### Section 2

By this Agreement the contract and all provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this contract.

## A R T I C L E III

### HOURS OF WORK

#### Section 1

All employees, with the exception of the Youth Counselor, Community Service Officer, Assistant Violations Clerk and Deputy Court Administrator, shall be scheduled for seven and one-half (7-1/2) hours of work each day, Monday through Friday. The normal work day starts at 8:00 a.m. and ends at 4:30 p.m. All employees are entitled to one (1) hour lunch period, without pay, each day which may be scheduled between 11:30 a.m. and 2:00 p.m. on the basis of operational need. Employees working in the Police Department start at 8:00 a.m. and work until 4:00 p.m. with a half hour lunch.

#### Section 2 - Overtime

Employees shall receive their hourly rate of pay for any work over thirty seven and one half (37-1/2) hours in a given week that they were directed to do by their Department Head. Employees shall receive one and a half (1-1/2) times their hourly rate of pay for any work over forty (40) hours in a given week that they were directed to do by their Department Head.

#### Section 3

Employees may take a ten (10) minute break from work in the morning and a ten (10) minute break from work in the afternoon. The specific time for this break shall be approved by their supervisor.

## ARTICLE IV

### RATES OF PAY

#### Section 1

Each employee will be classified in accordance with skills used and shall be paid not less than the rate for such classification in accordance with the table of job classification and rate of pay in the schedules which are attached hereto and made part of this Agreement. Bargaining unit work shall not be performed by other workers on a permanent basis.

#### Section 2

Longevity pay shall be considered as part of base wages for the purpose of computing overtime, holiday pay, vacation pay, sick pay, retirement and any other benefits. Entitlement of Longevity is based on the employee's initial date of hire as follows:

After 5 full years of service	\$150/yr.
After 10 full years of service	250/yr.
After 15 full years of service	400/yr.
After 20 full years of service	550/yr.
After 25 full years of service	700/yr.

#### Section 3

Any full time position not listed under ARTICLE I, Section 1 that is established during the life of this agreement that appears to be within the scope of this unit, shall be subject to negotiations between the Borough and the Federation. The employer maintains the right to create a new classification and to negotiate with the Federation regarding the rate of pay and benefits for such position.

#### Section 4

The Borough agrees to pay wages earned on a bi-weekly basis which will include wages for overtime hours. Payday shall be on Friday in accordance with the following schedule:

The work week shall commence at 12:01 a.m. Sunday and end 12:00 midnight the following Saturday. Wages will be bi-weekly for all straight and overtime hours. Payment of wages earned in that bi-weekly period will be paid on Friday following the bi-weekly period reported. Employees will be paid during a.m. work hours. When payday falls on a holiday, then the preceding day will be payday.

RATES OF PAY - (Contd.)

Section 5

There shall be an increment program established which will be based on satisfactory performance. Management shall establish such standards and goals. Agreement thereto will be subject to resolution through the grievance procedure.

Management shall perform a formal written evaluation of each employee by April 1st of each year based on performance, goals and standards. All employees whose performance is satisfactory will be granted an incremental salary increase on base salary effective the following July 1st. If performance is not satisfactory as of April 1st, employees must attain a satisfactory performance rating by June 30th of that year to receive an increment effective July 1st. This increment program will affect eligible employees who have not reached the maximum of their range.

Section 6

A) Within the salary ranges which are attached to this agreement (see Appen. A), employees shall receive a salary increase of 4% on base salary, January 1, 1997; 4% on base salary January 1, 1998; and 3.5% on base salary, January 1, 1999.

B) Effective July 1st each year, employees hired prior to October 1st of the previous year shall be eligible to receive a \$700 increment added to salary for satisfactory performance as long as that amount does not exceed the top of the range. This is in accordance with Article IV, Section 5 of this contract.

C) New employees hired shall be paid a salary on or between the base and mid-point of the range depending upon experience as determined by the Borough.

D) Employees receiving a promotion from one range to another will receive a 5% increase on their salary as long as that amount fits within the range to which the employee is promoted.

E) Newly hired employees shall receive the salary increase specified under Article IV, Section 6A, six months after the date of hire or the date specified above, whichever is later.

A R T I C L E V

PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1

It is the intention of the Borough to fill job vacancies with qualified personnel from within the bargaining unit before hiring new employees.

PROMOTIONS, DEMOTION AND TRANSFERS - (Contd.)

Section 2

Promotion is hereby defined as a move from a lower level of responsibility to a higher level of responsibility and would include an increase from a lower pay range to a higher pay range.

Section 3

Notice of all job vacancies shall be posted on the bulletin board. This notice will remain on the bulletin board for five (5) days and will include job title, salary range and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.

Section 4

Promotions shall be offered to a qualified Borough employee who has bid for the job.

↑

Section 5

An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to forty-five (45) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his former position without any loss of seniority or pay.

Section 6

Reassignment of Personnel - When there is an operational need, an employee may be reassigned to a position in the same salary Range for a thirty (30) day period. An employee may be reassigned to a position at a different Range only if agreed to by that employee. Either type of reassignment can be made for a longer period if agreed to by the employee. A person reassigned to a position in a higher salary range who works for a thirty (30) day period or longer, shall receive pay differential not to exceed 5% more or the amount which was paid to the employee for whom the reassignment was made, whichever is less.

During the time of reassignment a worker shall not be expected to perform the full duty of his/her regular position and the full responsibilities of the reassignment position; nor shall the employee be asked to work beyond a thirty-seven and a half (37-1/2) hour work week unless he/she agrees to it or the overtime work would have occurred with his/her regular job had the reassignment not been made. No worker shall be reassigned more than twice in one year or for a period of time totaling more than forty-five (45) days unless the worker agrees to the longer reassignment.

## A R T I C L E VI

### SICK LEAVE AND PERSONAL LEAVE

#### Section 1

Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year. Unused sick leave days shall be cumulative from year to year with a maximum accumulation of two hundred and seventy-five (275) days.

#### Section 2

If an employee is on sick leave more than four (4) consecutive days, acceptable medical evidence substantiating the illness may be requested by the Borough. After four (4) Friday or Monday absences, the Borough may request medical certification.

#### Section 3

Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by the Council through the Borough Administrator of extension beyond six months. Employees on sick leave will continue to accrue seniority.

#### Section 4

Each employee reaching retirement age will be entitled to time off with pay prior to their retirement date of one-half (1/2) of his/her accumulated sick leave days not to exceed sixty (60) working days. No additional compensation will be made if the employee elects to continue to work during that interval.

#### Section 5

Time spent in the care of a sick family member is allowable as sick leave. No more than 5 sick days can be used in this way in any one year, however.

#### Section 6

- A) Each employee with at least one full year of service is entitled to two (2) Personal Days which shall not be charged against accumulated sick leave.
- B) A Personal Day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. Personal Days cannot be used in conjunction with a holiday. They must be taken one (1) at a time or in half-day segments. An employee shall submit notice in advance to his/her supervisor of his/her intention to use a Personal Day.

Section 7

The part time employee currently apart of this contract shall follow the prorated schedule for sick time outlined on the attached letter marked Attachment C.

A R T I C L E VII

VACATIONS

Section 1

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

Period of Employment	Vacation
0-1 year service	One (1) day for each full month worked up to a maximum of ten (10) work days.
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks

Section 2

Upon mutual agreement between the employer and employee, those employees who have served the Borough for twenty (20) years may choose to receive one (1) day's pay (current rate at the time) added to their base pay in lieu of added vacation time during the twenty-first (21st) through the twenty-fifth (25th) years of service. Should they choose this option, such employees shall be granted one (1) more day's pay upon completion of their twenty-fifth (25th) year of service to the Borough. Those employees not choosing this option shall be granted additional vacation time as follows:

PERIOD OF EMPLOYMENT	DAYS ADDED	TOTAL VACATION
20 years service	1 day	4 weeks + 1 day
21 years service	2 days	4 weeks + 2 days
22 years of service	3 days	4 weeks + 3 days
23 years service	4 days	4 weeks + 4 days
24 years service	5 days	5 weeks

### Section 3

The part time employee currently apart of this contract shall follow the prorated schedule for vacation time outlined on the attached letter marked Attachment C.

## ARTICLE VIII

### HOLIDAYS

Each of the following holidays are recognized by the Borough and shall be paid one day's pay at straight time without performing work:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

A paid holiday shall be considered as a day worked for the purpose of computing overtime. Should any of the listed holidays fall on Saturday, the preceding Friday shall be considered the holiday and paid accordingly. Should any of the listed holidays fall on Sunday, the following Monday shall be considered the holiday and paid accordingly. With mutual agreement of the parties the day before or the day after July 4th or Christmas can be substituted for Lincoln's Birthday in any year.

## ARTICLE IX

### MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance. Any pay received for this training will be deducted from this regular pay.

## ARTICLE X

### FUNERAL LEAVE

Bereavement: In the event of a death of a relative who resides with an employee (within the same household), the employee shall be granted five consecutive days just before and after the funeral to assist the family

during the time of grief. In the event of the death of a child, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law or grandchild, not residing with an employee, up to three days shall be granted with pay for this purpose.

In the event of the death of a grandparent, cousin, aunt, uncle, spouse's grandparent, son-in-law, daughter-in-law, niece or nephew, one day with pay shall be granted to attend the funeral.

If time is needed beyond that which is granted above, the employee may use up to five sick days for bereavement or family assistance in the death of the above listed relatives.

One sick day can be used for a very close friend or relative not listed above.

## A R T I C L E XI

### CREDIT FOR PRIOR SERVICE

#### Section 1

An employee hired by Madison who was previously employed by the State of New Jersey, a County Government in New Jersey or a Municipality in New Jersey, shall be given credit for this prior service.

#### Section 2

The employees described above shall be credited with additional sick days beyond those provided for in an amount equal to the number of sick days previously accumulated but not used during the period of prior service; provided, however, that additional sick days shall not exceed a maximum of fifty (50) sick days and that no credit shall be given for any previously accumulated sick days for which such employee was paid upon terminating said prior service.

#### Section 3

Employees who meet the requirements of Sec. 1 of this Article shall be entitled to a credit for prior service for purposes of determining the entitlement to longevity increments as provided in Article IV, Section 2. That is, these employees' longevity shall be calculated by treating the number of years of prior service as additional years of Borough employment.

#### Section 4

Employees who meet the requirements of Sec. 1, and who were previously enrolled in a Health Benefits Program, shall be allowed a smooth transition if the previous employer agrees to cooperate. The goal is for benefits to continue during the change in employment and costs are shared equitably with the previous employer.

Section 5

In the event of a conflict or inconsistency between this Section and any other Section of this Agreement, the provisions of this Section shall apply.

A R T I C L E XII

JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance in Court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance in Court.

A R T I C L E XIII

PENSION PROGRAM

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

A R T I C L E XIV

LAYOFF AND RECALL

The Borough may layoff employees only due to a temporary lack of work. In such event, employees may be laid off in the order of least seniority within their respective classification. Notice of such layoffs shall be given one (1) month before the scheduled layoff simultaneously to the employee and the President or Vice President of the Federation. Any employee laid off shall be placed on the recall list for a period of one (1) year. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off first. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall. The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.

A R T I C L E XV

DISABILITY

Section 1

The Borough will pay any employee injured in the line of duty full pay up to one (1) year as prescribed by a physician designated by the Borough,

**DISABILITY (Contd.)**

if that injury is of a temporary nature (temporary disability benefits).

Any employee permanently injured and unable to return to his/her position shall be retired from his/her work as provided for in the State Pension System and Worker Compensation Laws at the time a physician certifies that this is necessary.

**Section 2**

While any employee is receiving temporary benefits from the Workman's Compensation insurance carrier and full pay from the Borough, he/she will reimburse the Borough in the amount of temporary disability benefits received.

**Section 3**

An employee will not be required to compensate the Borough for any permanent disability benefits received.

**Section 4**

When an employee is temporarily disabled in the line of duty, said disability shall not infringe on the employee's sick time.

**A R T I C L E XVI**

**HEALTH CARE INSURANCE PROGRAM**

**Section 1**

The employees of this bargaining unit and the eligible members of their families, shall receive medical and health insurance coverage as presently afforded by the Borough to all of its members.

**Section 2**

A pre-paid Dental Plan covering employees and their eligible dependents shall continue to be purchased subject to a maximum employer contribution of \$375 per employee per year.

**Section 3**

Effective January 1, 1999, the current deductibles shall be changed from \$100/200 to \$200/400. Further, there shall be a maximum lifetime health insurance benefit of \$1,000,000.

A R T I C L E   XVII  
SAFETY AND HEALTH

**Section 1**

The Borough shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The Borough will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Borough will set up necessary job safety and health programs for all employees covered by this Agreement as it deems necessary, and shall provide a reasonably safe and healthful place of employment for all employees.

**Section 2**

The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Each employee will comply with all safety rules and regulations.

**Section 3**

Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. If necessary corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

**Section 4**

Employees shall not be required to work under conditions of work which are unsafe or unhealthful.

**Section 5**

A designated and duly authorized member of the Federation shall serve on the Borough Health and Safety Committee. The purpose of the Committee is to resolve borough health and safety issues.

**Section 6**

If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the Borough will expedite such medical treatment by calling for an ambulance, if required, or providing transportation to a recognized medical facility when the injured employee can be moved.

**SAFETY AND HEALTH (Contd.)**

**Section 7**

Safety Committee meetings shall be scheduled quarterly. The Federation shall be able to place items on the agenda of these meetings.

**Section 8**

Where reasonably possible, all Committee meetings shall take place during working hours and the Federation representative shall suffer no loss of pay as a result of attendance at such meetings.

**Section 9**

This provision shall not be construed as conveying any additional liabilities upon either party with respect to health or safety.

**Section 10**

References to safety are intended to include a concept of reasonable personal security and protection which shall be maintained to assure employees against physical harm.

**A R T I C L E XVIII**

**TUITION REIMBURSEMENT**

Employees are eligible for tuition reimbursement for job related courses offered by a certified educational institution to a maximum of \$300. Employees must submit a course description prior to enrollment. The Borough Administrator will determine whether a course is eligible. Upon completion of the approved course, proof that the employee satisfactorily completed requirements will be necessary for a tuition refund.

**A R T I C L E XIX**

**DISCIPLINE AND DISCHARGE**

**Section 1**

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee for good and just cause.

## **DISCIPLINE AND DISCHARGE (Contd.)**

### **Section 2**

A copy of any written reprimand or memo to the file will be sent to the President or Vice President of the Federation the same day that it is given to the employee.

### **Section 3**

Before an employee is suspended, the Federation President or Vice President shall be notified and may be present when the action is taken.

### **Section 4**

The Federation President or Vice President shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; he or she may meet with the Borough Administrator to review and discuss the matter within said twenty-four (24) hour period.

### **Section 5**

When warnings are given in writing, a copy of such warning shall be given to the employee and the Federation President or Vice President.

### **Section 6**

Any action taken by the Borough under this Article shall be subject to Article XX Grievance and Arbitration.

## **ARTICLE XX**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 1**

A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this Agreement.

#### **Section 2**

An aggrieved employee shall present his/her grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.

#### **Section 3**

In the event of such grievance, the steps hereafter set forth shall be followed:

## GRIEVANCE AND ARBITRATION PROCEDURE (Contd.)

### Step 1

The employee and the Federation representative from the same bargaining unit (either President or Vice President), or the employee individually, but in the presence of the appropriate representative, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days, the employee or the President or Vice President shall forward the grievance to the next step in the procedure within two (2) working days.

### Step 2

The President or Vice President will discuss the grievance with the head of the department involved and the grievant. In the event the grievance is not satisfactorily adjusted the President or Vice President shall take up the grievance at the next step within two (2) working days.

### Step 3

The Federation President or Vice President, the Borough Administrator and the grievant shall meet to discuss the grievance within five (5) working days of the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by the Federation within thirty (30) days.

### Step 4

The Federation may take the case to arbitration. Should the Federation elect to arbitrate, the Federation will apply directly to the Public Employment Relations Commission for appointment of an arbitrator within thirty (30) days of the termination of time limits at step three (3). The expense of the arbitrator shall be borne equally by the parties. The award of the arbitrator shall be final and binding on the employer, the Federation and the employee or employees involved, and the parties agree to comply therewith. The impartial arbitrator shall only have the authority and power to interpret and apply the provisions of this Agreement to the grievance presented. The arbitrator may not alter or add to the provisions of this Agreement by the decision.

## A R T I C L E XXI

### DUES CHECK OFF

#### Section 1

The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Federation. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974 N.J.S.A. (R.S.) 52:14-15.9e as amended.

## Section 2

No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions, by law, have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

## Section 3

Deduction of Federation Dues and Representation Fees, made pursuant hereto, shall be remitted by check by the Borough to the Federation's bank account, by the tenth (10th) day of the month following the calendar month in which such deductions are made. A list of employees from whose pay the deductions were made shall be delivered to the President or Vice President.

## Section 4

A new dues deduction authorization card will automatically cancel any prior authorization card on file with the Borough. Members may withdraw from the Federation during a thirty (30) day period beginning January 1st of each year. A copy of the withdrawal will be sent to the President or Vice President.

## Section 5

The Federation shall indemnify and save the Borough harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Federation pursuant to this Article.

# ARTICLE XXII

## FEDERATION RIGHTS

### Section 1

The Borough recognizes the right of the Federation to designate one (1) President or Vice President who will represent both the White Collar Workers and the Supervisors Federations. Only one (1) of the representatives may be chosen from the White Collar group and one (1) from the Supervisor group.

### Section 2

The President or Vice President is the representative of the Federation and, as such, will communicate with Bargaining Unit Members as necessary after working hours. Additionally, the President or Vice President will investigate and discuss with Management any work-site problems in accordance with the Grievance Procedure herein.

## FEDERATION RIGHTS (Contd.)

### Section 3

The President or Vice President, after requesting permission and being granted approval from his supervisor prior to leaving job, shall be permitted to investigate, present and process grievances without loss of time or pay.

### Section 4

The Borough will be advised in writing within one (1) week of the election, of the names of the President or Vice President who have been authorized to act on behalf of the Federation.

### Section 5

Bulletin Board - The Borough agrees to provide a suitable board for the exclusive use of the Federation to post official notices relating to meetings and other Federation affairs. This shall also be the board where job notices will be posted.

### Section 6

The Borough will notify the President or Vice President, in writing, of any promotions and transfers within five (5) days of this action.

### Section 7

The Borough will provide the Federation with an updated list of covered employees which shall be a copy of the salary and wage ordinance or contract.

### Section 8

All written notification shall be made to the President or Vice President.

### Section 9

A President or Vice President will be granted leave without pay for the purpose of attending to Federation business outside the premises of the Borough upon approval of the Borough Administrator.

### Section 10

At the time promotional opportunities are posted, a copy will be sent to the President or Vice President.

### Section 11

Notices of all job vacancies will be sent to the President or Vice President at the time they are posted. A job description will also be sent to the Federation at that time.

## FEDERATION RIGHTS (Contd.)

### Section 12

The President or Vice President will be notified in writing at the same time as the employee of termination of employment and demotions.

### Section 13

An outside consultant, hired by the Federation, shall be admitted to Borough premises on Federation business with the approval of management. He/she will have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises for the purpose of holding meetings to organize workers shall not be given by the Borough to any employee organization other than the Federation, or to any officer or representative of any other organization for the purpose of communicating with employees in this unit.

### Section 14

The President or Vice President shall have super seniority in case of layoff in his/her classification.

## ARTICLE XXIII

### MANAGEMENT RIGHTS

### Section 1

The Borough hereby retains the right to manage and control all departments whose employees are covered under this Agreement and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

### Section 2

The Borough, in accordance with the applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons, in order to maintain the efficiency of Borough operations entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Borough in any situation whatsoever.

## A R T I C L E XXIV

### NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Federation agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the Federation will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Borough may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Borough agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the Federation, its officers and agents shall not be held liable for any such unauthorized acts.

## A R T I C L E XXV

### NONDISCRIMINATION

Neither the Borough nor the Federation will discriminate against any employee or those seeking employment because of race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

## A R T I C L E XXVI

### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

A R T I C L E XXVII

SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

A R T I C L E XXVIII

DURATION

This Agreement shall be in full force and effect as of January 1, 1997 and shall remain in effect to and including December 31, 1999, without any reopening date. On or after September 1, 1999 either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement for succeeding contract years.

For  
BOROUGH OF MADISON

Gary E. Ruckelshaus  
Mayor

For  
MADISON EMPLOYEES FEDERATION

Lorraine Walker-Bradshaw  
President

James R. Allison  
Administrator

Richard Van de Velde  
Representative

Marilyn Schaefer  
Borough Clerk

Alan Alis  
Representative

A P P E N D I X A

BOROUGH OF MADISON EMPLOYEE FEDERATION  
SALARY RANGES

TITLE	RANGE
Assistant Violations Clerk	1
Accounts Clerk	2
Receptionist	2
Office Assistant	3
Police Records Clerk	3
Deputy Court Administrator	4
Community Service Officer	3
Senior Office Assistant	4
Financial Assistant I	7
Financial Assistant II	5
Deputy Tax Collector	5
Admin. Assist., Purchasing	5
Admin. Assist., Land Use Services	5
Administrative Official	7
Youth Counselor	8
Utility Collector	8
Chief Accountant	9

APPENDIX B

<b>White Collar Federation 1997 Selery Renge</b>			
<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$ 16,778	\$ 20,118	\$ 23,456
2	\$ 18,792	\$ 22,615	\$ 26,438
3	\$ 20,805	\$ 24,703	\$ 27,871
4	\$ 22,147	\$ 26,792	\$ 31,438
5	\$ 23,489	\$ 29,075	\$ 34,662
6	\$ 25,503	\$ 29,880	\$ 34,257
7	\$ 29,530	\$ 33,722	\$ 37,914
8	\$ 31,543	\$ 37,612	\$ 43,680
9	\$ 33,557	\$ 40,368	\$ 47,179

<b>White Collar Federetion 1998 Salary Range</b>			
<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$ 17,449	\$ 20,922	\$ 24,394
2	\$ 19,543	\$ 23,519	\$ 27,495
3	\$ 21,637	\$ 25,691	\$ 28,778
4	\$ 23,033	\$ 27,864	\$ 32,896
5	\$ 24,429	\$ 30,238	\$ 36,049
6	\$ 26,523	\$ 31,075	\$ 35,627
7	\$ 30,711	\$ 35,071	\$ 39,431
8	\$ 32,805	\$ 39,116	\$ 45,427
9	\$ 34,899	\$ 41,982	\$ 49,066

<b>White Collar Federation 1999 Salary Range</b>			
<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$ 18,060	\$ 21,655	\$ 25,248
2	\$ 20,227	\$ 24,343	\$ 28,458
3	\$ 22,395	\$ 26,590	\$ 29,785
4	\$ 23,639	\$ 28,839	\$ 33,840
5	\$ 25,284	\$ 31,297	\$ 37,310
6	\$ 27,451	\$ 32,163	\$ 36,874
7	\$ 31,786	\$ 36,298	\$ 40,811
8	\$ 33,953	\$ 40,485	\$ 47,017
9	\$ 36,120	\$ 43,452	\$ 50,783

APPENDIX C

NOTE TO: File  
FROM: Patty Walsh *(initials)*  
DATE: April 24, 1998  
SUBJECT: Angela Esposito's Leave Time

This note serves to confirm our discussion at yesterday's meeting with Lorraine Bradshaw (Federation President) regarding Angela Esposito's Leave Time. Effective April 23, 1998, Angela will receive the benefits of sick and vacation time, at a prorated rate (she is a part-time employee.)

It should be noted that the next Federation Contract will provide for pro-rated sick and vacation time for permanent, part-time employees working 27.5 hours per week (on average over one year.) This time shall be accumulated on a monthly basis after the first six months of service.

Cc: J. Allison  
L. Bradshaw  
R. Van de Velde  
A. Esposito  
A. Alise